

RECORDATION NO. 7277-6 Filed & Recorded

MAR 2 5 1975 - 10 52 AM

~~INTERNATIONAL COMMERCE COMMISSION~~

AMENDMENT AGREEMENT

DATED AS OF MARCH 1, 1975

AMONG

BETHLEHEM STEEL CORPORATION ("BUILDER"),
LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("VENDEE")

AND

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("AGENT")

AMENDMENT AGREEMENT dated as of March 1, 1975, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS, Builder and Vendee entered into a Conditional Sale Agreement dated as of December 1, 1973 ("Conditional Sale Agreement");

WHEREAS, Builder and Agent also entered into an Agreement and Assignment dated as of December 1, 1973 ("Assignment");

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 26, 1973 and assigned Recordation No. 7277;

WHEREAS, Vendee has, pursuant to Article 8 of the Conditional Sale Agreement, made to Agent a Casualty Value payment of \$394,775.26 and has directed Agent to use such funds toward the cost of the standard-gauge railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend by adding to Schedule B of the Conditional Sale Agreement the equipment set forth in Exhibit A hereto, to subject said equipment to the terms and conditions of the Conditional Sale Agreement and to include said equipment in the term "Equipment" as used therein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Conditional Sale Agreement is hereby amended to add to Schedule B thereto the equipment set forth in Exhibit A hereto; to subject said equipment to the terms and conditions of the Conditional Sale Agreement and to include said equipment in the term "Equipment" as used therein. ✓

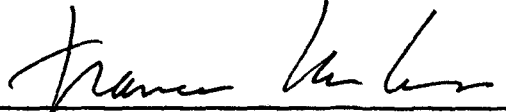
2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

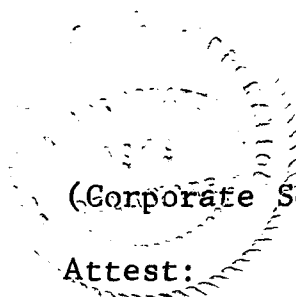
3. The Conditional Sale Agreement and Assignment, except as amended hereby, shall remain unaltered and in full force and effect.

4. Vendee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have executed,
or caused to be executed, this instrument all as of the date
first above written.

BETHLEHEM STEEL CORPORATION

By 
Vice President



(Corporate Seal)

Attest:


Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Assistant Vice President


(Corporate Seal)

Attest:



Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent

By 
Assistant Vice President

(Corporate Seal)

Attest:


Authorized Officer

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF LEHIGH)

On this 14th day of March, 1975, before me personally appeared E. VAN NUYS, to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission expires

August 14, 1978

(Notarial Seal)

A circular library stamp from the University of California, Berkeley. The text "UNIVERSITY OF CALIFORNIA" is curved along the top inner edge, and "BERKELEY" is curved along the bottom inner edge. In the center, the date "JUL 1 1966" is stamped.

Norma J. Jones
Notary Public

My Commission expires

March 4, 1977

(Notarial Seal)

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this 19th day of March, 1975, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Nancy C. Kels
Notary Public

My Commission expires

7-1-78

(Notarial Seal)

I WAS COMMISSIONED . . .
NANCY C. SCHMIDT

E X H I B I T A

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Railroad Road Nos. (Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Time and Place of Delivery</u>
80-ton open top hopper car	HT	3400-380 4/11/74	Johnstown, Pennsylvania	6	520819- 520824	\$23,150	\$138,900	Prior to April 15, 1975 at Johnstown, Pennsylvania
80-ton open top hopper car	HT	3400-380 4/11/74	Johnstown, Pennsylvania	10	521040- 521049	\$24,512	\$245,120	Prior to August 1, 1975 at Johnstown, Pennsylvania